

**REMARKS/ARGUMENTS**

Claims 20, 23-25 and 38-63 are pending. Claims 20, 23, 24, 25 and 38 have been amended.

Independent claim 20 has been amended to recite, in combination, “encouraging at least a seller to issue a direct offer to a user with a highest bid *before a listing expiration* when the highest bid is less than a reserve price ... encouraging the seller to issue direct offers to sell to any bidders after said extended end time has passed” (emphasis added). See also amendments to claims 23, 24, 25 and 38. None of the references of record teach or suggest this feature.

In each of his rejections, the Examiner relies on Maroney as disclosing the feature of allowing a seller to negotiate if the highest bid is less than a reserve price, and allowing the seller to issue offers to sell to any bidders after a listing expiration. Office Action at 5-6. However, Maroney does not teach or suggest encouraging at least a seller to issue a direct offer to a user before the listing has expired. In fact, Maroney appears to teach away from this feature by teaching a system where the seller is obligated to accept a final bid above a reserve during the auction:

Under some public auction rules, when the offering party puts a registration up for sale by auction, the offering party is obligated to accept the final bid in the auction and transfer the domain name to the winning bidder. In other types of auctions, it is possible for the auction to end and not transfer of the domain name. This might occur, for example, when the public stage of the transaction is a reserve auction. In reserve auctions, the offering party sets a minimum final bid at which the auction will be successful. If the highest bid at the close of the auction period is below the reserve price, then the offering party can decline to accept the highest bid.

Page 3, ¶ [0023] lines 5-15.

Thus, Maroney teaches a two-stage auction process having a public stage and a private stage. Maroney teaches that the seller and the highest bidder may be invited to participate in a private negotiation after the public stage has failed to be successful. Thus, Maroney does not provide for any out-of-channel negotiation during the auction itself. Thus, the prior art of record fails to teach or suggest the features of independent claims 20, 23, 24, 25 and 38.

In view of the foregoing amendments and remarks, withdrawal of the rejections and allowance of this application are earnestly solicited. Should the Examiner have any questions regarding this application, or deem that any formalities need to be addressed prior to allowance, the Examiner is invited to call the undersigned attorney at the phone number below.

Respectfully submitted,

**NIXON & VANDERHYE P.C.**

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